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AMBASSADOR TERMS

The purpose of the [Pakaloa](#) affiliate program is to reward [Affiliates](#) for any new customers that they refer to Pakaloa by properly advertising the Pakaloa.com domain through legitimate methods.

By your registration, you agree to abide by the terms and conditions detailed in this Agreement.

This Agreement contains the complete terms and conditions that apply to your participation as a member of the Pakaloa Affiliate Programme. This Agreement constitutes the entire agreement between Pakaloa and the Affiliate and any pre-existing agreement or arrangement between Pakaloa and the Affiliate shall be terminated forthwith upon completion of this Agreement, save that any outstanding commissions owed to you prior to the revocation of your affiliate status will be credited to the Affiliate's account and can be used to purchase Pakaloa products or services.

Your registration will indicate your acceptance of these terms and conditions.



Pakaloa Affiliate Programme Terms and Conditions

1. Definitions

“this Agreement” shall mean the contents of the contract between Pakaloa and the Affiliate in respect of the Programme.

“Pakaloa” shall mean “Pakaloa.com” and “Pakaloa™.”

‘the Site’ shall mean the Pakaloa.com website.

‘the Programme’ shall mean the affiliate Programme as set out on the Site, and this Agreement governs that.

‘the Link’ shall mean the HTML link provided from time to time by Pakaloa to link the Affiliate’s website to the Site.

‘the Affiliate’ shall mean the party who agrees to take part in the Programme.

2. The Programme

2.1) The Programme shall be the affiliate program as set out on the Site from time to time.

2.2) Pakaloa is entitled to vary, amend or cancel the Programme without giving notice to the Affiliate. Pakaloa may make any such change by publishing any revised terms on the Site.

2.3) The Programme is expressly a business-to-business relationship, and both Pakaloa and the Affiliate enter into it in a business capacity and not as a consumer.

2.4) The Programme does not entitle the Affiliate to represent themselves as an agent, partner, or any other form of an associate of Pakaloa other than as an Affiliate as expressly provided for in this Agreement.

3. Suitability for the Pakaloa Affiliate Program

3.1) Pakaloa reserves the right to terminate this Agreement and the Affiliate’s status at any time for any reason whatsoever at its sole discretion.

3.2) In particular, if Pakaloa deems that the Affiliate’s website is inappropriate for the Programme, then this Agreement shall be terminated. The Affiliate’s website may be



considered as inappropriate if in the view of Pakaloa it contains, promotes or contains links to sites that are:

3.3) discriminatory, sexually explicit or violent material, or

3.3) promote, depict or provide links to content that support or illustrate discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age, or

3.4) contains unlawful material, this shall include but not be limited to materials that may violate another's intellectual property rights, or

3.5) contains information regarding, promotes or links to a site that provides information or encourages illegal activity, or

3.6) for any other reason that is deemed by Pakaloa (at its sole discretion) to be unsuitable.

3.7) Upon Clicking on the 'apply button,' you are automatically accepted on the Programme. Pakaloa reserves the right to withdraw Affiliate status at any time after you have been received onto the Programme for any reason that Pakaloa deems relevant. Acceptance into the Programme does not mean that Pakaloa has specifically approved the Affiliate or its website.

4. Legitimate methods of advertising

4.1) To receive a commission for referring customers to Pakaloa, the Affiliate must engage in proper advertising. Affiliates found to be participating in improper advertising shall have their agreement terminated and their affiliate status revoked. Pakaloa shall be the sole and absolute judge of what constitutes proper advertising.

4.2) A non-exhaustive list of examples of improper advertising shall include but not be limited to:

4.2.1) the forwarding of any URLs direct to Pakaloa.com (this includes misspells of the above trademark domain); and

4.2.2) forcing cookies through iframes;

4.2.3) advertising through third party networks; with the exception arising from Clause 4.3 below;



4.2.4) brand bidding (including misspells) for PPC advertising,

4.2.5) including your Pakaloa affiliate link within Unsolicited Commercial Email (UCE) or SPAM,

4.2.6) including any of Pakaloa URLs in search adverts.

4.3) Affiliates are permitted to promote Pakaloa through various social media communities, as a limited exception to Clause 4.2.3 above. However, Affiliates are not allowed to create groups or specific web pages in social communities whereby they purport or hold themselves out to be representatives of Pakaloa.

4.4) Pakaloa reserves the right to conclude that you have engaged in an improper method of advertising according to our standards, at our sole discretion. We may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief and is without any duty on Pakaloa to prove that our opinion or doubt is well-founded; and even if our idea is shown not to be well-founded or if another hosting/domain name companies have not deemed it to be an improper method of advertising.

4.5) Any Affiliate found to be adopting improper practices of advertising for the Programme shall be thought to have been in breach of this Agreement and shall have their Affiliate status revoked. Such an Affiliate will, therefore, immediately cease in being an Affiliate of Pakaloa.

4.6) Any sales that have been generated through improper advertising will not qualify for commission or credit from Pakaloa.

4.7) Any Affiliate found to be utilizing these or any other inappropriate methods of advertising may be required to pay back any such commission that has been paid by Pakaloa to them. If Pakaloa elects not to enforce this right, it shall not be deemed to be a waiver of any other rights that it may have under this Agreement.

5. The Procedure

5.1) Subject to the terms of this Section, we will provide to you all Links, and any related banners, graphics, or text advertisements necessary to promote and offer the Pakaloa Services to your site's visitors and its members. The Pakaloa link may contain any picture, text, logo, graphic, that maybe be attributed with Pakaloa.

5.2) Pakaloa reserves the right to change the content and or display of the Link from time to



time in our sole discretion. The link will connect your site with the area on our website (the landing page) where your referral may apply for Pakaloa products directly with us. The presence of the Pakaloa link on your site will serve to identify you as a member of our Affiliate Programme.

6. The Payment of Commission

6.1) Once a customer has arrived at our website, having followed the Link, their actions on our website will be tracked for 90 days using a cookie. You will earn a commission on their first order that is placed during the 90 days. Pakaloa will not be responsible for commissions missed due to the cookie being deleted or blocked or in any other way failing to track the customer from the Link.

6.2) Affiliates will only earn commission fees concerning activity on our site occurring directly through the link that will appear on their website.

6.3) Pakaloa is under no obligation whatsoever to pay any commission to any Affiliate who does not strictly follow this Agreement as published from time to time.

6.4) Pakaloa reserves the right to take legal action against any Affiliate that commits fraud, or conspiracy to defraud and to recover any commissions paid to an Affiliate which was earned as a result of such fraud. For this agreement, fraud shall include but not be limited to wittingly violating the terms of this Agreement.

6.5) Pakaloa will only make a payment to the Affiliate when the level of commission due at the end of a given calendar month is above the commission balance threshold.

6.6) Pakaloa reserves the sole right to change the commission balance threshold at any time it sees fit without the prior consent of its affiliates. In the event of a commission balance threshold change, Pakaloa shall notify all its affiliates of the change beforehand. If any modification to the commission balance threshold or the Agreement as a whole is not acceptable to an Affiliate, the Affiliate shall be entitled to terminate this Agreement. If an Affiliate terminates this Agreement for any reason whatsoever, then it shall not be entitled to any commission payments earned after it has terminated this Agreement.

6.7) The Affiliate's continuing participation in the Programme constitutes its acceptance of any change to the commission balance threshold or any other part of this Agreement.

6.8) Pakaloa will only pay out commissions on sales that are 60 days old.



6.9) Commissions shall be sent to Affiliates by transfer or PayPal payment. Affiliates shall allow up to 28 days to receive their payment. It is the sole responsibility of an Affiliate to make sure that their contact details are up to date and accurate on the Pakaloa system to facilitate the payment reaching them.

6.10) Affiliates will only be paid Commissions for the first order made by their referral customer only. Commissions will be not paid on orders made by existing Pakaloa customers. Pakaloa will not pay commission for products that an Affiliate purchases for itself through the Link. The Pakaloa system will not recognize this as an Affiliate sale. Web agencies or resellers purchasing domains or products through their accounts for other people are encouraged to contact Pakaloa directly for information on how they can become eligible for commission.

6.11) The rates of commission payable to the Affiliate from time to time shall be published on the Site, and this shall be included in this Agreement as Schedule 1 to it. Schedule 1 may be amended or varied by Pakaloa at any time without reference to the Affiliate. Any revised rates of commission payment shall take effect from the day that the modified Schedule 1 is published on the site.

7. Pakaloa's Obligations

Pakaloa agrees to undertake the following obligations:

7.1) provide all information necessary to allow the Affiliate to make specified the Link from the Pakaloa.com to the Affiliate's site,

7.2) processing all orders for Pakaloa products or services placed by referral following the Link,

7.3) tracking the number and amount of relevant sales generated through the Link,

7.4) providing information to you regarding commission payments,

7.5) credit card authorizations, payment processing, cancellations, returns, and all other related customer services for Pakaloa for our business, and

7.6) establishing the commission balance threshold, payment frequency, and payouts of earned commissions as contained in Section 6 of this Agreement.



8. The Affiliate's Obligations

The Affiliate agrees to be solely responsible for the following and shall keep Pakaloa fully indemnified in respect of:

- 8.1) the content of the Affiliate's site or any site that they may be connected to,
- 8.2) any misrepresentation of Pakaloa or its products or services,
 - 8.3.1) making of any false claims, representations or warranties in connection with Pakaloa,
 - 8.3.2) ensuring that your site and your products and services that you offer from your website comply with all applicable copyright, trademark, any intellectual property right, Data Protection, anti-spam or any other applicable law,
- 8.4) obtaining permission to use another party's copyrighted or any other proprietary material,
- 8.5) the development, operation, and maintenance of the Affiliate's site and for all materials that appear on it. For this Agreement this shall include but not be limited to, the technical operation of your site and all related equipment; the accuracy and propriety of materials posted on your website; and ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise unlawful or illegal. Pakaloa now disclaim all liability for all such matters,
- 8.6) Affiliates also agree to indemnify and hold harmless Pakaloa, its parent company, sister companies, subsidiaries, and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses, and costs insofar as such arise out of or are based on, or in any way connected with this Agreement.
- 8.7) complying with all applicable EU- and national laws and regulations in force from time to time this shall include, but not be limited to, the EU-directive 2002/58/EC, and
- 8.8) the payment of all tax and national insurance payable on any payments made to you by Pakaloa.

9. Right to Name as a Reference Customer

- 9.1) Affiliates shall not create, publish, distribute, or permit any written or graphical



material that refers Pakaloa other than those mentioned in this Agreement or otherwise provided by Pakaloa, without the prior written consent of Pakaloa. Pakaloa reserves the right to refuse any request for approval under this Agreement.

10. The License

10.1) Pakaloa grants to the Affiliate a non-exclusive, non-transferable, revocable right to access the Pakaloa.com site through the Link solely by the terms of this Agreement. This license shall be used exclusively in connection with the Link, and it will extend to the use of our logos, trade names, trademarks and similar identifying material relating to Pakaloa and which Pakaloa shall provide to the Affiliate, for the sole purpose of establishing the Link to Pakaloa.com so customers can purchase Pakaloa products and services.

10.2) Affiliates cannot modify or change the Link or any other materials provided by Pakaloa in any way.

10.3) Other than establishing the Link, the Affiliate shall not make any use of any of the licensed materials noted in the paragraph above provided by Pakaloa without first obtaining the prior written consent of Pakaloa. Affiliates shall not use the Licensed Materials in any manner that is inappropriate or that is in any way detrimental to the Pakaloa brand or any other brands.

10.4) Pakaloa reserves all of its rights in the materials provided and all of its other proprietary rights. Pakaloa shall be entitled to revoke this license to use the Link or the materials at any time and its sole discretion.

10.5) The licenses described in this Section shall expire upon the termination of this Agreement.

10.6) Any inappropriate use of the Link, text, banners, or other advertisements not expressly approved of in writing or provided by Pakaloa may be cause for immediate termination of this Agreement.

11. Terms of the agreement

11.1) The terms of this Agreement will begin upon your signup with the Programme and will end when your affiliate account is terminated.

11.2) Upon the termination of this Agreement, any commission that has not yet reached the



commission threshold shall be turned into credit, which can only be used to purchase products or services from Pakaloa. Affiliates that have reached the £25 commission threshold will be paid a cheque upon the termination of the Agreement subject always to the terms of this Agreement as shall be published from time to time.

12. Modification

112.1) Pakaloa reserves the right to modify or otherwise change the terms of this Agreement at any time as it sees fit. Pakaloa shall make such modifications by way of publishing revised terms on the Site. Affiliate's only remedy in the event of revised terms of this Agreement being published shall be to terminate this Agreement. An Affiliate shall be deemed to have accepted any modification to this Agreement as published from time to time.

13. Limitation of Liability

13.1) Pakaloa shall not be liable to the Affiliate or to any other person, for indirect, incidental, or special damages, lost profits, loss of goodwill, lost savings, or any other form of consequential damages, regardless of the type of action, even if Pakaloa has been advised of the possibility of such damages, whether resulting from breach of its obligations under this Agreement or otherwise.

13.2) Pakaloa's entire liability in respect of any liability arising under this agreement will not exceed the total commission fees paid or payable to the Affiliate under this Agreement.

13.3) Pakaloa makes no warranties, either express or implied, concerning the performance or functionality of the Pakaloa services, or the Programme as a whole. This includes but is not limited to the Link or any other affiliate advertisements and at this moment, expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or purpose.

13.4) Pakaloa shall under no circumstances be liable to the Affiliate or to any other person or entity for any loss, injury, or damage, of whatever kind, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the Programme or Pakaloa.



14. Governing Law

14.1) This Agreement is governed by and is construed by the laws of England and Wales.

14.2) The Courts of England and Wales shall have jurisdiction to hear any disputes arising from this Agreement.

14.3) Pakaloa shall not be liable for the legality of Pakaloa service in countries other than the United Kingdom.

14.4) Affiliates are solely responsible for the legality of the use of the service if the Affiliate in question is registered to Pakaloa service from a country other than the United Kingdom or if the Affiliate's website is on a server in a country other than the United Kingdom.

15. Acceptance

15.1) By the registration, the Affiliate acknowledges that they have read the terms and conditions of this Agreement, understand them, and agree to be bound by them.